

**FIRST AMENDMENT TO PURCHASE ORDER NO 048305
WITH GRANICUS, LLC.**

THIS FIRST AMENDMENT (the "Amendment") to Purchase Order No. 048305 is made and entered into by and between the City of North Port, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and Granicus, LLC., hereinafter referred to as "Granicus."

WHEREAS, on November 5, 2019, the parties entered into Purchase Order No. 048305 (the "Original Agreement") that contained and incorporated Quote: Q-72133 ("Original Quote"); and

WHEREAS, the parties mutually desire to amend the Original Agreement to include Quote: Q-111495 ("Additional Quote"), containing the addition of eComment to the City's suite of software ("eComment").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL QUOTE

The Original Quote is amended to include the Additional Quote, which is attached as Exhibit "B" hereto and incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

GRANICUS, LLC.

By: _____
Name: _____
Title: _____

Date: _____

Approved by the City of North Port City Commission on the ____ day of _____ 2020.

CITY OF NORTH PORT, FLORIDA

By: _____
Jason Yarborough, Interim City Manager

Date: _____

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

Heather Taylor, CMC
City Clerk

Amber L. Slayton
City Attorney

EXHIBIT A – QUOTE: Q-72133



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 1
 P.O. NO.: 048305
 DATE: 11/05/19

** PURCHASE ORDER/SOLESOURCE **

TO: GRANICUS
 GRANICUS, LLC
 408 SAINT PETER STREET
 SUITE 600
 SAINT PAUL, MN 55102

SHIP TO: CITY OF NORTH PORT
 I&T DIVISION
 4970 CITY HALL BLVD
 NORTH PORT, FL 34286

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.		FLORIDA SALES TAX EXEMPTION NUMBER		F.O.B.		TERMS		
7315		85-8013281465C-1				NET		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
SS19-24			LAURI CUCCHI					
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE
				SEE BELOW				
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST
1	35003.13	\$\$	GRANICUS MAINTENANCE				1.0000	35003.13
2	12364.92	\$\$	LEGISTAR SUBSCRIPTION Granicus Remote Administration, Upgrade to SDI 720P Streaming, VoteCast Standard Package, Podcasting, Template Style View Page, Granicus Encoding Appliance Software, Meeting Efficiency Suite, Government Transparency Managed Services Hardware, Legistar, Open Platform Suite and Government Transparency Suite. All pricing terms and conditions of quote Q-72133 dated 6/25/2019 are incorporated into this PO by reference.				1.0000	12364.92
						SUB-TOTAL	47368.05	
						TOTAL	47368.05	

AUTHORIZED BY _____

Shirley Owen
 PURCHASING MANAGER

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.

To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.
22. In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

23. The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
22. Any other conditions not contained above will be annotated within the context of the Purchase Order.
23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 2
 P.O. NO.: 048305
 DATE: 11/05/19

** PURCHASE ORDER/SOLESOURCE **

TO: GRANICUS
 GRANICUS, LLC
 408 SAINT PETER STREET
 SUITE 600
 SAINT PAUL, MN 55102

SHIP TO: CITY OF NORTH PORT
 I&T DIVISION
 4970 CITY HALL BLVD
 NORTH PORT, FL 34286

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.		7315			
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.	TERMS		
09/30/20	85-8013281465C-1		NET		
CONFIRM BY		CONFIRM TO			
SS19-24		LAURI CUCCHI			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		SEE BELOW			
REQ. NO.	REQ. DATE				
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			REMARKS: THIS PURCHASE ORDER MAY BE ACCEPTED ONLY ON TERMS WHICH PRECISELY MATCH THE TERMS OF THIS ORDER. BUYER SHALL BE ENTITLED TO ALL RIGHTS AND REMEDIES AS SET FORTH IN THE STATE OF FLORIDA (STATUTES 671 AND 672) VERSION OF THE UNIFORM COMMERCIAL CODE. SEE TERMS AND CONDITIONS ON REVERSE SIDE.		
	REQ/ACCT		DATE REQ. BY	PROJECT	AMOUNT
	0000053696		10/28/19 VICKI EDWARDS		35003.13
	00107105164601				
	0000053696		10/28/19 VICKI EDWARDS		12364.92
	00107105165400				

AUTHORIZED BY _____

Shirley Owen
 PURCHASING MANAGER

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1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.

To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.

In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

Granicus Proposal for North Port, FL

Granicus Contact

Name: Maxwell Buccelli

Email: maxwell.buccelli@granicus.com

Proposal Details

Quote Number: Q-72133

Prepared On: 6/25/2019

Valid Through: 9/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 10/1/2019 - 9/30/2020

Contract End Date: 9/30/2022

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Remote Administration	Annual	1 Each	\$1,373.88
Upgrade to SDI 720p Streaming	Annual	2 Each	\$2,747.76
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$4,121.63
Podcasting	Annual	1 Hours	\$1,410.00
Template - Hierarchical Style View Page	Annual	1 Each	\$376.03
Granicus Encoding Appliance Software (GT)	Annual	2 Each	\$2,747.76
Meeting Efficiency Suite	Annual	1 Each	\$7,472.13
Granicus Encoding Appliance Software	Annual	1 Each	\$2,747.86
Government Transparency Managed Services Hardware (GT)	Annual	1 Each	\$3,778.31
SUBTOTAL:			\$47,368.05

Annual Fees for Renewing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$12,364.92
Open Platform Suite	Annual	1 Each	\$755.64
Government Transparency Suite	Annual	1 Each	\$7,472.13
SUBTOTAL:			\$47,368.05

Remaining Period(s)		
Solution(s)	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022
Granicus Remote Administration	\$1,470.05	\$1,572.96
Upgrade to SDI 720p Streaming	\$2,940.10	\$3,145.91
VoteCast Standard Package (Tablet) (ME)	\$4,410.14	\$4,718.85
Podcasting	\$1,508.70	\$1,614.31
Template - Hierarchical Style View Page	\$402.35	\$430.52
Granicus Encoding Appliance Software (GT)	\$2,940.10	\$3,145.91
Meeting Efficiency Suite	\$7,995.18	\$8,554.84
Granicus Encoding Appliance Software	\$2,940.21	\$3,146.02
Government Transparency Managed Services Hardware (GT)	\$4,042.79	\$4,325.79
Legistar	\$13,230.46	\$14,156.60
Open Platform Suite	\$808.53	\$865.13
Government Transparency Suite	\$7,995.18	\$8,554.84
SUBTOTAL:	\$50,683.81	\$54,231.68

Product Descriptions	
Name	Description
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
Podcasting	podcasting
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.

Product Descriptions	
Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Government Transparency Managed Services Hardware (GT)	The managed equipment solution offers an encoding appliance that is fully managed and maintained by Granicus.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Product Descriptions	
Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.

Terms and Conditions

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of North Port, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-72133 dated 6/25/2019 are incorporated into this Purchase Order by reference.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

North Port, FL

Signature:

Name:

Title:

Date:

EXHIBIT B – QUOTE: Q-111495

Exhibit A

Granicus Proposal for North Port, FL

Granicus Contact

Name: Brittany Catalozzi

Phone: 202 407 7357

Email: brittany.catalozzi@granicus.com

Proposal Details

Quote Number: Q-111495

Prepared On: 8/21/2020

Valid Through: 9/14/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
eComment - Online Training	Upon Delivery	1 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
eComment	Annual	1 Each	\$2,100.00
SUBTOTAL:			\$2,100.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Product Descriptions	
Name	Description
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either/or submit comments in regards to items or sign up to speak before a scheduled meeting.
eComment - Online Training	Virtual training session with a Granicus professional services trainer.